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9 UNITED STATES OF AMERICA

10 UNITED STATES DISTRICT COURT

11 FOR THE CENTRAL DISTRICT OF CALIFORNIA

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 KEITH SHAZAD MALIK,

16 Defendant.

No. CR 22-00321-MCS

PLEA AGREEMENT FOR DEFENDANT  
KEITH SHAZAD MALIK

17  
18 1. This constitutes the plea agreement between KEITH SHAZAD  
19 MALIK ("defendant") and the United States Attorney's Office for the  
20 Central District of California (the "USAO") in the above-captioned  
21 case. This agreement is limited to the USAO and cannot bind any  
22 other federal, state, local, or foreign prosecuting, enforcement,  
23 administrative, or regulatory authorities.

24 DEFENDANT'S OBLIGATIONS

25 2. Defendant agrees to:

26 a. At the earliest opportunity requested by the USAO and  
27 provided by the Court, appear and plead guilty to count two of the  
28 indictment in United States v. KEITH SHAZAD MALIK, No. CR 22-00321-

1 MCS, which charges defendant with Transmitting Threatening  
2 Communications in Interstate Commerce, in violation of 18 U.S.C.  
3 § 875(c).

4 b. Not contest facts agreed to in this agreement.

5 c. Abide by all agreements regarding sentencing contained  
6 in this agreement.

7 d. Appear for all court appearances, surrender as ordered  
8 for service of sentence, obey all conditions of any bond, and obey  
9 any other ongoing court order in this matter.

10 e. Not commit any crime; however, offenses that would be  
11 excluded for sentencing purposes under United States Sentencing  
12 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
13 within the scope of this agreement.

14 f. Be truthful at all times with the United States  
15 Probation and Pretrial Services Office and the Court.

16 g. Pay the applicable special assessment at or before the  
17 time of sentencing unless defendant has demonstrated a lack of  
18 ability to pay such assessments.

19 h. Agree to and not oppose the imposition of a three-year  
20 term of supervised release with the following conditions of  
21 supervised release:

22 i. A condition requiring defendant to participate in  
23 a mental health treatment program as directed by the Probation  
24 Officer;

25 ii. A condition prohibiting defendant from  
26 contacting, either directly or indirectly and in any manner  
27 whatsoever, Victim 1 or any of Victim 1's family members;  
28

1           iii. A condition prohibiting defendant from  
2     contacting, either directly or indirectly, and in any manner  
3     whatsoever, Victim 1's employer, co-workers, work associates, and  
4     members of any professional association of which Victim 1 is a  
5     member;

6           iv. A condition providing that defendant shall submit  
7     defendant's person and any property under defendant's control,  
8     including any residence, vehicle, papers, computer and other  
9     electronic communication or data storage devices and media, and  
10    effects, to suspicion-less search and seizure at any time of the day  
11    or night by any law enforcement or probation officer, with or without  
12    a warrant, and with or without cause; and if stopped or questioned by  
13    a law enforcement officer for any reason, defendant shall notify that  
14    officer that defendant is on federal supervised release and subject  
15    to search;

16          v. A condition requiring defendant to possess and  
17    use only those computers and computer-related devices (including  
18    computers, personal data assistants, internet appliances, electronic  
19    games, cellular telephones, and digital storage media as well as  
20    their peripheral equipment, that can access or be modified to access  
21    the internet or other computers), screen user names, passwords, email  
22    accounts, and internet service providers ("ISPs") that have been  
23    disclosed to the Probation Officer upon commencement of supervision;  
24    and

25          vi. A condition requiring defendant to comply with  
26    the rules and regulations of the Computer Monitoring Program.

27                               THE USAO'S OBLIGATIONS

28          3. The USAO agrees to:

1 a. Not contest facts agreed to in this agreement.

2 b. Abide by all agreements regarding sentencing contained  
3 in this agreement.

4 c. At the time of sentencing, move to dismiss the  
5 remaining counts of the indictment as against defendant. Defendant  
6 agrees, however, that at the time of sentencing the Court may  
7 consider any dismissed charges in determining the applicable  
8 Sentencing Guidelines range, the propriety and extent of any  
9 departure from that range, and the sentence to be imposed.

10 d. At the time of sentencing, provided that defendant  
11 demonstrates an acceptance of responsibility for the offense up to  
12 and including the time of sentencing, recommend a two-level reduction  
13 in the applicable Sentencing Guidelines offense level, pursuant to  
14 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
15 additional one-level reduction if available under that section.

16 e. Recommend that defendant be sentenced to a term of  
17 imprisonment at the low end of the applicable Sentencing Guidelines  
18 range, provided that the offense level used by the Court to determine  
19 that range is 12 or higher and provided that the Court does not  
20 depart downward in offense level or criminal history category. For  
21 purposes of this agreement, the low end of the Sentencing Guidelines  
22 range is that defined by the Sentencing Table in U.S.S.G. Chapter 5,  
23 Part A, without regard to reductions in the term of imprisonment that  
24 may be permissible through the substitution of community confinement  
25 or home detention as a result of the offense level falling within  
26 Zone B or Zone C of the Sentencing Table.

NATURE OF THE OFFENSE

4. Defendant understands that for defendant to be guilty of the crime charged in count two, that is, Transmitting Threatening Communications in Interstate Commerce, in violation of Title 18, United States Code, Section 875(c), the following must be true: (1) defendant knowingly transmitted in interstate commerce a communication containing a threat to injure; and (2) such communication was transmitted for the purpose of issuing a threat, or with knowledge that the communication would be viewed as a threat.

PENALTIES

5. Defendant understands that the statutory maximum sentence that the Court can impose for a violation of Title 18, United States Code, Section 875(c), is: 5 years imprisonment; a 3-year period of supervised release; a fine of \$250,000 or twice the gross gain or gross loss resulting from the offense, whichever is greatest; and a mandatory special assessment of \$100.

6. Defendant understands that supervised release is a period of time following imprisonment during which defendant will be subject to various restrictions and requirements. Defendant understands that if defendant violates one or more of the conditions of any supervised release imposed, defendant may be returned to prison for all or part of the term of supervised release authorized by statute for the offense that resulted in the term of supervised release, which could result in defendant serving a total term of imprisonment greater than the statutory maximum stated above.

7. Defendant understands that, by pleading guilty, defendant may be giving up valuable government benefits and valuable civic rights, such as the right to vote, the right to possess a firearm,

1 the right to hold office, and the right to serve on a jury.  
2 Defendant understands that defendant is pleading guilty to a felony  
3 and that it is a federal crime for a convicted felon to possess a  
4 firearm or ammunition. Defendant understands that the conviction in  
5 this case may also subject defendant to various other collateral  
6 consequences, including but not limited to revocation of probation,  
7 parole, or supervised release in another case and suspension or  
8 revocation of a professional license. Defendant understands that  
9 unanticipated collateral consequences will not serve as grounds to  
10 withdraw defendant's guilty plea.

11 8. Defendant and his counsel have discussed the fact that, and  
12 defendant understands that, if defendant is not a United States  
13 citizen, the conviction in this case makes it practically inevitable  
14 and a virtual certainty that defendant will be removed or deported  
15 from the United States. Defendant may also be denied United States  
16 citizenship and admission to the United States in the future.  
17 Defendant understands that while there may be arguments that  
18 defendant can raise in immigration proceedings to avoid or delay  
19 removal, removal is presumptively mandatory and a virtual certainty  
20 in this case. Defendant further understands that removal and  
21 immigration consequences are the subject of a separate proceeding and  
22 that no one, including defendant's attorney or the Court, can predict  
23 to an absolute certainty the effect of defendant's conviction on  
24 defendant's immigration status. Defendant nevertheless affirms that  
25 defendant wants to plead guilty regardless of any immigration  
26 consequences that defendant's plea may entail, even if the  
27 consequence is automatic removal from the United States.

1 FACTUAL BASIS

2 9. Defendant admits that defendant is, in fact, guilty of the  
3 offense to which defendant is agreeing to plead guilty. Defendant  
4 and the USAO agree to the statement of facts provided below and agree  
5 that this statement of facts is sufficient to support a plea of  
6 guilty to the charge described in this agreement and to establish the  
7 Sentencing Guidelines factors set forth below but is not meant to be  
8 a complete recitation of all facts relevant to the underlying  
9 criminal conduct or all facts known to either party that relate to  
10 that conduct.

11 On or about September 17, 2021, defendant sent an email from his  
12 Gmail account, keithshazadmalik@gmail.com, to VICTIM 1's Gmail  
13 account while Victim 1 was in Los Angeles County, within the Central  
14 District of California. Defendant sent the email to Victim 1's Gmail  
15 account with the intent to issue a threat to injure Victim 1 and with  
16 knowledge that the email would be viewed as a threat to injure  
17 Victim 1. Defendant said in the email, "the oath I took with my  
18 father . . . he didn't expound all he said was vasectomy and anal sex  
19 with [Victim 1] . . . I took the oath , it was practically his dying  
20 wish. . . I'm not opposed to hiring a private investigator finding  
21 her address and fucking her asshole." The September 17, 2021 email  
22 message from defendant's Gmail account to Victim 1's Gmail account  
23 traveled in interstate commerce through a server located outside of  
24 the state of California.

25 This threat was one of multiple threats to injure that defendant  
26 sent to Victim 1 from his Gmail account keithshazadmalik@gmail.com to  
27 Victim 1's Gmail account. On October 13, 2021, defendant sent  
28 Victim 1 an email message in which he said, "the oath I took with my

1 father isn't too specific . . . anal sex with [Victim 1] is all he  
 2 said . . . through blood or butter." On February 18, 2022, defendant  
 3 sent to Victim 1 an email message in which he said, "I just want  
 4 [Victim 1's family] to repay the debt they owe me - theirs only two  
 5 solutions butter in [Victim 1]'s asshole and \$1,000,000."

#### 6 SENTENCING FACTORS

7 10. Defendant understands that in determining defendant's  
 8 sentence the Court is required to calculate the applicable Sentencing  
 9 Guidelines range and to consider that range, possible departures  
 10 under the Sentencing Guidelines, and the other sentencing factors set  
 11 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
 12 Sentencing Guidelines are advisory only, that defendant cannot have  
 13 any expectation of receiving a sentence within the calculated  
 14 Sentencing Guidelines range, and that after considering the  
 15 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
 16 be free to exercise its discretion to impose any sentence it finds  
 17 appropriate up to the maximum set by statute for the crime of  
 18 conviction.

19 11. Defendant and the USAO agree to the following applicable  
 20 Sentencing Guidelines factors:

21 Base Offense Level:	12	U.S.S.G. § 2A6.1(a)(1)
22 2+ Threats	+2	U.S.S.G. § 2A6.1(b)(2)(A)

23 Defendant and the USAO reserve the right to argue that additional  
 24 specific offense characteristics, adjustments, and departures under  
 25 the Sentencing Guidelines are appropriate. Defendant understands  
 26 that defendant's offense level could be increased if defendant is a  
 27 career offender under U.S.S.G. §§ 4B1.1 and 4B1.2. If defendant's  
 28



1 offense level is so altered, defendant and the USAO will not be bound  
2 by the agreement to Sentencing Guideline factors set forth above.

3 12. Defendant understands that there is no agreement as to  
4 defendant's criminal history or criminal history category.

5 13. Defendant reserves the right to argue for a sentence  
6 outside the sentencing range established by the Sentencing Guidelines  
7 based on the factors set forth in 18 U.S.C. § 3553(a)(1), (a)(2),  
8 (a)(3), (a)(6), and (a)(7).

9 WAIVER OF CONSTITUTIONAL RIGHTS

10 14. Defendant understands that by pleading guilty, defendant  
11 gives up the following rights:

12 a. The right to persist in a plea of not guilty.

13 b. The right to a speedy and public trial by jury.

14 c. The right to be represented by counsel -- and if  
15 necessary have the Court appoint counsel -- at trial. Defendant  
16 understands, however, that, defendant retains the right to be  
17 represented by counsel -- and if necessary have the Court appoint  
18 counsel -- at every other stage of the proceeding.

19 d. The right to be presumed innocent and to have the  
20 burden of proof placed on the government to prove defendant guilty  
21 beyond a reasonable doubt.

22 e. The right to confront and cross-examine witnesses  
23 against defendant.

24 f. The right to testify and to present evidence in  
25 opposition to the charges, including the right to compel the  
26 attendance of witnesses to testify.

1           g. The right not to be compelled to testify, and, if  
2 defendant chose not to testify or present evidence, to have that  
3 choice not be used against defendant.

4           h. Any and all rights to pursue any affirmative defenses,  
5 Fourth Amendment or Fifth Amendment claims, and other pretrial  
6 motions that have been filed or could be filed.

7                               WAIVER OF VENUE

8           15. Having been fully advised by defendant's attorney regarding  
9 the requirements of venue with respect to the offense to which  
10 defendant is pleading guilty, to the extent the offense to which  
11 defendant is pleading guilty were committed, begun, or completed  
12 outside the Central District of California, defendant knowingly,  
13 voluntarily, and intelligently waives, relinquishes, and gives up:  
14 (a) any right that defendant might have to be prosecuted only in the  
15 district where the offense to which defendant is pleading guilty were  
16 committed, begun, or completed; and (b) any defense, claim, or  
17 argument defendant could raise or assert based upon lack of venue  
18 with respect to the offense to which defendant is pleading guilty.

19                               WAIVER OF APPEAL OF CONVICTION; WAIVER OF COLLATERAL ATTACK

20           16. Defendant understands that, with the exception of an appeal  
21 based on a claim that defendant's guilty plea was involuntary, by  
22 pleading guilty defendant is waiving and giving up any right to  
23 appeal defendant's conviction on the offense to which defendant is  
24 pleading guilty. Defendant understands that this waiver includes,  
25 but is not limited to, arguments that the statute to which defendant  
26 is pleading guilty is unconstitutional, and any and all claims that  
27 the statement of facts provided herein is insufficient to support  
28 defendant's plea of guilty.

1        17. Defendant also gives up any right to bring a post-  
2 conviction collateral attack on the conviction or sentence, except a  
3 post-conviction collateral attack based on a claim of ineffective  
4 assistance of counsel, a claim of newly discovered evidence, or an  
5 explicitly retroactive change in the applicable Sentencing  
6 Guidelines, sentencing statutes, or statutes of conviction.  
7 Defendant understands that this waiver includes, but is not limited  
8 to, arguments that the statute to which defendant is pleading guilty  
9 is unconstitutional, and any and all claims that the statement of  
10 facts provided herein is insufficient to support defendant's plea of  
11 guilty.

12        18. This agreement does not affect in any way the right of the  
13 USAO to appeal the sentence imposed by the Court.

14                    LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

15        19. Defendant agrees that, provided the Court imposes a total  
16 term of imprisonment on all counts of conviction of no more than 12  
17 months, defendant gives up the right to appeal all of the following:  
18 (a) the procedures and calculations used to determine and impose any  
19 portion of the sentence; (b) the term of imprisonment imposed by the  
20 Court; (c) the fine imposed by the Court, provided it is within the  
21 statutory maximum; (d) to the extent permitted by law, the  
22 constitutionality or legality of defendant's sentence, provided it is  
23 within the statutory maximum; (e) the term of probation or supervised  
24 release imposed by the Court, provided it is within the statutory  
25 maximum; and (f) any of the conditions of probation or supervised  
26 release imposed by the Court, including, but not limited to, the  
27 conditions of supervised release agreed to in this agreement.

1           20. The USAO agrees that, provided (a) all portions of the  
2 sentence are at or below the statutory maximum specified above and  
3 (b) the Court imposes a term of imprisonment of no less than time  
4 served, the USAO gives up its right to appeal any portion of the  
5 sentence, with the exception that the USAO reserves the right to  
6 appeal the conditions of supervised release imposed by the Court if  
7 they do not include the conditions agreed to by the defendant in  
8 paragraph 2(h).

9                           RESULT OF WITHDRAWAL OF GUILTY PLEA

10           21. Defendant agrees that if, after entering a guilty plea  
11 pursuant to this agreement, defendant seeks to withdraw and succeeds  
12 in withdrawing defendant's guilty plea on any basis other than a  
13 claim and finding that entry into this plea agreement was  
14 involuntary, then (a) the USAO will be relieved of all of its  
15 obligations under this agreement; and (b) should the USAO choose to  
16 pursue any charge that was either dismissed or not filed as a result  
17 of this agreement, then (i) any applicable statute of limitations  
18 will be tolled between the date of defendant's signing of this  
19 agreement and the filing commencing any such action; and  
20 (ii) defendant waives and gives up all defenses based on the statute  
21 of limitations, any claim of pre-indictment delay, or any speedy  
22 trial claim with respect to any such action, except to the extent  
23 that such defenses existed as of the date of defendant's signing this  
24 agreement.

25                           RESULT OF VACATUR, REVERSAL OR SET-ASIDE

26           22. Defendant agrees that if the count of conviction is  
27 vacated, reversed, or set aside, both the USAO and defendant will be  
28 released from all their obligations under this agreement.

EFFECTIVE DATE OF AGREEMENT

23. This agreement is effective upon signature and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney.

BREACH OF AGREEMENT

24. Defendant agrees that if defendant, at any time after the signature of this agreement and execution of all required certifications by defendant, defendant's counsel, and an Assistant United States Attorney, knowingly violates or fails to perform any of defendant's obligations under this agreement ("a breach"), the USAO may declare this agreement breached. All of defendant's obligations are material, a single breach of this agreement is sufficient for the USAO to declare a breach, and defendant shall not be deemed to have cured a breach without the express agreement of the USAO in writing. If the USAO declares this agreement breached, and the Court finds such a breach to have occurred, then: (a) if defendant has previously entered a guilty plea pursuant to this agreement, defendant will not be able to withdraw the guilty plea, and (b) the USAO will be relieved of all its obligations under this agreement.

25. Following the Court's finding of a knowing breach of this agreement by defendant, should the USAO choose to pursue any charge that was either dismissed or not filed as a result of this agreement, then:

a. Defendant agrees that any applicable statute of limitations is tolled between the date of defendant's signing of this agreement and the filing commencing any such action.

b. Defendant waives and gives up all defenses based on the statute of limitations, any claim of pre-indictment delay, or any

1 speedy trial claim with respect to any such action, except to the  
2 extent that such defenses existed as of the date of defendant's  
3 signing this agreement.

4 c. Defendant agrees that: (i) any statements made by  
5 defendant, under oath, at the guilty plea hearing (if such a hearing  
6 occurred prior to the breach); (ii) the agreed to factual basis  
7 statement in this agreement; and (iii) any evidence derived from such  
8 statements, shall be admissible against defendant in any such action  
9 against defendant, and defendant waives and gives up any claim under  
10 the United States Constitution, any statute, Rule 410 of the Federal  
11 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
12 Procedure, or any other federal rule, that the statements or any  
13 evidence derived from the statements should be suppressed or are  
14 inadmissible.

15 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

16 OFFICE NOT PARTIES

17 26. Defendant understands that the Court and the United States  
18 Probation and Pretrial Services Office are not parties to this  
19 agreement and need not accept any of the USAO's sentencing  
20 recommendations or the parties' agreements to facts or sentencing  
21 factors.

22 27. Defendant understands that both defendant and the USAO are  
23 free to: (a) supplement the facts by supplying relevant information  
24 to the United States Probation and Pretrial Services Office and the  
25 Court, (b) correct any and all factual misstatements relating to the  
26 Court's Sentencing Guidelines calculations and determination of  
27 sentence, and (c) argue on appeal and collateral review that the  
28 Court's Sentencing Guidelines calculations and the sentence it

1 chooses to impose are not error, although each party agrees to  
2 maintain its view that the calculations are consistent with the facts  
3 of this case. While this paragraph permits both the USAO and  
4 defendant to submit full and complete factual information to the  
5 United States Probation and Pretrial Services Office and the Court,  
6 even if that factual information may be viewed as inconsistent with  
7 the facts agreed to in this agreement, this paragraph does not affect  
8 defendant's and the USAO's obligations not to contest the facts  
9 agreed to in this agreement.

10 28. Defendant understands that even if the Court ignores any  
11 sentencing recommendation, finds facts or reaches conclusions  
12 different from those agreed to, and/or imposes any sentence up to the  
13 maximum established by statute, defendant cannot, for that reason,  
14 withdraw defendant's guilty plea, and defendant will remain bound to  
15 fulfill all defendant's obligations under this agreement. Defendant  
16 understands that no one -- not the prosecutor, defendant's attorney,  
17 or the Court -- can make a binding prediction or promise regarding  
18 the sentence defendant will receive, except that it will be within  
19 the statutory maximum.

20 NO ADDITIONAL AGREEMENTS

21 29. Defendant understands that, except as set forth herein,  
22 there are no promises, understandings, or agreements between the USAO  
23 and defendant or defendant's attorney, and that no additional  
24 promise, understanding, or agreement may be entered into unless in a  
25 writing signed by all parties or on the record in court.  
26  
27  
28

PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

30. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

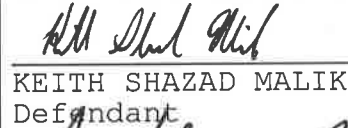
E. MARTIN ESTRADA  
United States Attorney



KEVIN B. REIDY  
Assistant United States Attorney

12/28/2022

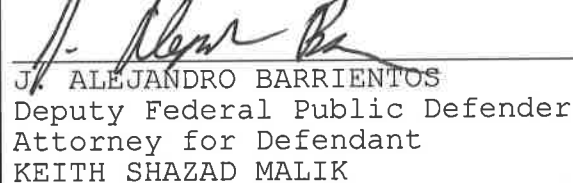
Date



KEITH SHAZAD MALIK  
Defendant

12/22/2022

Date



J. ALEJANDRO BARRIENTOS  
Deputy Federal Public Defender  
Attorney for Defendant  
KEITH SHAZAD MALIK

12/22/22

Date



CERTIFICATION OF DEFENDANT


I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has advised me of my rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. No promises, inducements, or representations of any kind have been made to me other than those contained in this agreement. No one has threatened or forced me in any way to enter into this agreement. I am satisfied with the representation of my attorney in this matter, and I am pleading guilty because I am guilty of the charge and wish to take advantage of the promises set forth in this agreement, and not for any other reason.

  
\_\_\_\_\_  
KEITH SHAZAD MALIK  
Defendant

12/22/2022  
\_\_\_\_\_  
Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

I am KEITH SHAZAD MALIK's attorney. I have carefully and thoroughly discussed every part of this agreement with my client. Further, I have fully advised my client of his rights, of possible pretrial motions that might be filed, of possible defenses that might be asserted either prior to or at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines provisions, and of the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to my client other than those contained in this agreement; no one has threatened or forced my client in any way to enter into this agreement; my client's decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support my client's entry of a guilty plea pursuant to this agreement.

  
\_\_\_\_\_  
J. ALEJANDRO BARRIENTOS  
Attorney for Defendant  
KEITH SHAZAD MALIK

12/22/22  
\_\_\_\_\_  
Date